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injunction should not be granted. *Atkins v. W. & A. Fletcher Co.* (1903),—N. J.—55 Atl. Rep. 1074.

This case presents a novel situation. The labor union appears as the employer of labor. The wrong of which it complains is that the defendants by violence interfere with the free flow of labor to the union to be employed in picketing. This is the ground upon which injunctions have frequently been granted at the request of the employer, but another element is necessary. The complainant must show a substantial pecuniary loss for which an action at law is an inadequate remedy. The action at law is inadequate against the labor union because the labor union is not financially responsible. In this suit it does not appear that the defendants are not financially responsible nor have the complainants shown a substantial pecuniary loss. The decision is supported by the weight of authority. *Musselman v. Marquis*, 1 Bush 463. *Milan Steam Mills v. Hickey*, 59 N. H. 241. *Long v. Kasebeer*, 28 Kans. 226. *Francis v. Flinn*, 118 U. S. 385, contra *Felton v. Justice*, 51 Cal. 529, *Bartlett v. New Orleans*, 24 Fed. 563.

INSURANCE—CONVEYANCE OF PROPERTY TO PARTNER NOT GROUND FOR FORFEITURE.—F and E as partners owned certain property. It had been insured by defendant. By its terms the policy was to become void if the property should be sold, transferred or incumbered without the written consent of the company. E transferred his interest to F who subsequently conveyed the whole property to third parties. At the time of the loss, however, it had all been reconveyed and was owned by F and E in the same manner as when the policy issued. This action is brought against the company to recover the amount of the policy. *Held*, that the plaintiff could recover. *German Mut. Fire Ins. Co. v. Fox, et al.* 1903,—Neb.—, 96 N. W. Rep. 652.

In interpreting the policy the court concluded that "a sale made by a partner of partnership property to his partner is not a conveyance within the meaning of the forfeiture clause" and such seems to be the weight of authority. *Barnett v. Ins. Co.* 46 Ala. 11, 7 Am. Rep. 581. *Pierce v. Ins. Co.*, 50 N. H. 297, 9 Am. Rep. 235. *Cowan v. Ins. Co.*, 40 Iowa 551, 20 Am. Rep. 583. *Dermain v. Ins. Co.*, 26 La. Ann. 69, 21 Am. Rep. 544. *West v. Ins. Co.*, 27 Ohio St., 1, 22 Am. Rep. 294, and see note to *Hathaway v. Ins. Co.* 64 Iowa 229 in 52 Am. Rep. 442. As to the subsequent transfer by F to third parties, while the evidence was not clear that an actual and complete transfer had taken place yet the court laid down the rule that it was of no importance where the title was during the term of the policy if before the loss it had been reconveyed to one properly holding under the terms of the policy and citing in its support *Lane v. Ins. Co.* 12 Me. 47, 28 Am. Dec. 150, *Power v. Ins. Co.*, 19 La. 28, 36 Am. Dec. 665, which together with *Kyle v. Ins. Co.*, 144 Mass. 43, 10 N. E. 518 seem to be about the only analogous cases and even the facts in these are distinguishable from the present case, though the case is squarely announced in *Power v. Ins. Co. supra*. However in view of the holdings, (and the authorities are agreed on this point) that a complete transfer will make the policy void, *Bishop v. Ins. Co.*, 45 Conn. 430, *Ins. Co. v. Gatewood*, 10 Ky. Law Rep. 117, *Smith v. Ins. Co.*, 120 Mass. 90, the question might well be put: how can a contract which by its terms is to become void upon the happening of a certain contingency and which fails to provide for its own revival be yet declared to be in full force and effect, once that contingency has happened?

JURORS—COMPETENCY—TAXPAYERS OF A MUNICIPALITY—INTEREST.—A city brought an action against a street railway company for the expense of supervising construction and for materials furnished. A number of jurors